

MEMORANDUM OF AGREEMENT

-between-

PARKLAND SCHOOL DIVISION NO. 70

-and-

CENTRAL ALBERTA ASSOCIATION OF MUNICIPAL AND SCHOOL EMPLOYEES,
PARKLAND LOCAL UNION NO. 1

The following constitutes the Memorandum of Agreement between the Parties for all amendments to the current Collective Agreement (September 1, 2011 – August 31, 2012). Anything not addressed in the Memorandum of agreement shall remain the same as in the current Collective Agreement.

New wording is **bolded**. Wording to be removed is ~~stricken~~.

ARTICLE 1 TERM OF COLLECTIVE AGREEMENT

- 1.01 Unless otherwise specifically provided for in this Collective Agreement, this Collective Agreement shall be in full force and effect from September 1, ~~2011~~ **2012** to August 31, ~~2012~~ **2015**.
- 1.02 Either party may give to the other party, not less than sixty (60) calendar days nor more than two hundred and ten (210) calendar days prior to the expiration date, notice in writing of its desire to commence collective bargaining to amend this Collective Agreement.
- 1.03 Where notice to commence collective bargaining has been served under ~~Clause~~ **Article** 1.02 and no renewal Collective Agreement is concluded at the time of the expiry of the Collective Agreement, this Collective Agreement shall continue in full force and effect until a new Collective Agreement has been executed, or until notice of strike or lockout has become effective.
- 1.04 Negotiated increases or changes will apply to Employees employed at or subsequent to the date of execution of this Collective Agreement.

ARTICLE 2 SCOPE

- 2.01 The Employer recognizes the Association as the sole bargaining agent for “all office, clerical, education assistants, therapists and technicians who are Employees of The Parkland School Division

No. 70” as defined by the Labour Relations Board certificate number 54-95.

2.02 Notwithstanding ~~Clause~~**Article** 2.01, this Collective Agreement shall not apply to incumbents of managerial positions established by the Employer and incumbent(s) of the following positions:

- Executive Secretary
- Human Resources Administrator, ~~Human Resources~~
- Computer Systems Administrator
- Accountant

2.03 Notwithstanding ~~Clause~~**Article** 2.01, this Collective Agreement shall not apply to:

- a) Volunteers, or
- b) Casual Employees, or
- c) Persons employed under wage subsidy employment programs designed for employment training.

Person(s) described in Article 2.03 a), b), or c) will not perform the work of or prevent the hiring of regular Employees hired to fill Regular Positions or Temporary Employees hired to fill Temporary Positions covered under this Collective Agreement.

2.04 The provisions of this Collective Agreement apply to Regular Employees except that during the probationary period the following shall not apply:

- a) Article 9, Seniority
- b) Article 10, Layoff and Recall
- c) Article 11, Discipline and Dismissal
- d) Article 12, Grievance Procedures (in the case of termination of employment)
- e) Article 13, Arbitration (in the case of termination of employment)
- f) Article 22.02, Leaves of Absence, ~~Clause 22.02~~

2.05 The provisions of the Collective Agreement apply to Temporary Employees, except the following:

- a) Article 8, Probationary Period
- b) Article 9, Seniority
- c) Article 10, Layoff and Recall
- d) Article 11, Discipline and Dismissal
- e) Article 12, Grievance Procedure (in the case of termination of employment)

- f) Article 13, Arbitration (in the case of termination of employment)
- g) Article 21, Sick Leave
- h) Article 22, Leave of Absence
- i) Article 23, Health Plan Benefits
- j) Article 24, Local Authorities Pension Plan

ARTICLE 3 INTERPRETATION

3.01 In this Collective Agreement, unless the context otherwise requires:

- a) Regular Employee is a School Year or Calendar Year Employee hired to fill a Regular Position, who works on a full time or part time basis.
 - i. Full time Regular Employee is a Regular Employee who is regularly scheduled to work the full hours as outlined in Article 6.01 and 6.02
 - ii. Part time Regular Employee is a Regular Employee who is regularly scheduled to work less than the full hours as outlined in Article 6.01 and 6.02.
- b) A School Year Employee is an Employee who is assigned a position in which the work year is less than twelve (12) months.
- c) A Calendar Year Employee is an Employee who is assigned a position in which the work year is twelve (12) months in any given year.
- d) A Temporary Employee is an Employee who is hired to fill a Temporary Position.
- e) A Casual Employee is an Employee who is not a Regular or Temporary Employee.
- f) Regular position is a position established in which the duties are continuous in nature for an indefinite period of time.
- g) Temporary Position is a position established when a Regular Employee is on an authorized leave or for a specialized task of a specific duration. This position is established for a specified term in which the incumbent is

required for continuous employment for a limited period of not less than four (4) consecutive months.

- ~~h) The feminine gender shall mean and include the masculine and similarly, the singular shall mean the plural and vice-versa as applicable.~~

ARTICLE 5

ASSOCIATION PARTICULARS

- 5.01 a) The Employer shall deduct from the gross pay of each Employee covered by this Collective Agreement, ~~monthly membership dues as established~~ **an amount equivalent to monthly membership dues as advised** by the Association. Such deductions shall be forwarded to the treasurer of the Association not later than the fifteenth (15th) day of the month following and shall be accompanied by a list of the names and work locations of the Employees from whom deductions have been made and the amount of each deduction.

- b) The Employer will provide to the Association a list of names of all C.A.A.M.S.E. Employees by assigned work location(s), classification and FTE status as of September 30 and May 31 of each school year. The list will include Employees' contact information including their home address and phone number.

The Employer will advise the Association monthly of any new Employees' contact information.

- 5.02 The Employer shall not withhold approval for leave of absence without pay for Employees elected or appointed to represent the Association on Association business provided that the Employer is given at least three (3) work days advance notice in writing and the Employer decides the position requirement can be fulfilled.

- 5.03 a) Where the leave of absence is for the purpose of representatives participating in negotiations or grievances and arbitration meetings, such leave shall be with pay. The Employer shall invoice the Association for one-half (1/2) of the salary costs for such Employees.
- b) Such leave shall be available to a maximum of four (4) representatives of the Association to attend any one meeting. Such representatives shall provide their

immediate supervisor with three (3) working days advance notice of the leave.

- c) Where the Association chooses to have up to a maximum of three (3) additional representatives at such meetings, these leaves of absence shall be with pay and the Employer shall invoice the Association for the cost of salary and Employer pension contribution for each of these Employees. Each Employee must first obtain prior approval from her the Employee's immediate supervisor.

5.04 The Association with the Employer's prior approval shall have the right to use the Employer's electronic communication systems to communicate Association Business.

5.05 The Association shall have the right to use the Employer's courier service for Association business within the established itinerary of the courier.

ARTICLE 6 HOURS/DAYS OF WORK

6.01 A full-time equivalent (FTE) School Year Employee will work thirty-five (35) hours per week for not less than ten (10) months.

6.02 A full-time equivalent (FTE) Calendar Year Employee will work thirty-seven and one-half (37.5) hours per week.

6.03 ~~Full-time hours of work~~ **In each working day, shifts equal to or exceeding six (6) hours** shall include two (2) fifteen (15) minute breaks and exclude a one (1) hour lunch break. Where the Employer and Employee mutually agree, the meal period may be thirty (30) minutes.

6.04 Notwithstanding Articles 6.01, 6.02 and 6.03 alternate hours of work may be agreed to between the Employer and Employees.

6.05 The Employer will establish the work days for each school term and provide the Association with an opportunity to comment prior to implementation. Employees affected by the established work days will be informed prior to the commencement of the school term.

6.06 Spring break and Christmas break will normally be non-working days for School Year Employees.

6.07 “Work days” for Education Assistants will be the work days as set for the appropriate school year. If a student with whom an E.A. is working is absent, the E.A. is still required to work. In the event the student leaves the school and upon one week’s written notice, the E.A.’s hours may be decreased within reason.

6.08 Employees who have regularly scheduled hours of work that are less than 7 hours per day may bank additional hours worked provided that prior approval is given by the Employer. Banked time may be taken off at a mutually acceptable time agreed to between the Employee and their immediate supervisor, based on one (1) hour off for one (1) hour banked time. If mutual agreement is not reached, the immediate supervisor shall record such additional hours on the Employee’s timesheet for payment in the current pay period.

ARTICLE 7 OVERTIME

7.01 Overtime is all time approved in advance by the Employer and worked by an Employee in excess of seven (7) hours per day for School Year Employees or in excess of seven and one-half (7.5) hours per day for Calendar Year Employees.

7.02 Overtime may be taken off at a mutually acceptable time based on one (1) hour off for one (1) hour of overtime worked. If mutual agreement is not reached **between the employee and supervisor,** ~~the immediate supervisor shall record such overtime hours on the Employee’s timesheet for payment in the current pay period~~ **shall be paid pursuant to Article 7.03.**

7.03 Overtime will be paid at a rate of time and one-half (1.5) of the normal rate.

ARTICLE 8 PROBATIONARY PERIOD

8.01 The probationary period for all new regular Employees shall be eighty (80) days worked from the date employment commenced.

8.02 An Employee may be terminated at any time, during the probationary period, without notice.

8.03 The Employer shall provide a performance appraisal of each probationary Employee at least once during ~~her~~ **the Employee’s** probationary period.

- 8.04 If an Employee's probationary period is not completed within a school year, it will continue into the next school year as if there was no break in service.

ARTICLE 9 SENIORITY

- 9.01 Seniority is defined from the date of hiring with the Employer under the scope of the Agreement.

- 9.02 Upon successful completion of the probationary period, seniority shall be effective from the date of commencement of the probationary period.

- 9.03 Seniority shall be in effect during:

- a) periods the Employee is at work;
- b) periods of authorized leaves of absence;
- c) periods of absence due to illness, disability or injury;
- d) scheduled days off;
- e) vacation and named holidays;
- f) maternity leave;
- g) layoff.

- 9.04 Seniority shall be lost and an Employee shall be deemed terminated for any one of the following reasons:

- a) any period of absence, including illness, disability or injury in excess of twenty-four (24) months. Should the Employee return to work during this time period and go off again due to the same illness, disability or injury, the period of absence shall be considered to be unbroken.
- b) failing to return to work at the end of an authorized leave, vacation, suspension or other approved absence from work, unless the Employee has a justifiable reason acceptable to the Employer for failing to return to work when the authorized leave, vacation, suspension or other approved absence ended.
- c) uses a leave of absence for purposes other than those for which the leave of absence was granted;
- d) layoff in excess of eight (8) months;
- e) recalled to work after a layoff and fails to advise the Employer within five (5) working days of being notified of

the recall that ~~she~~ **the Employee** intends to return to work, or fails within that period of time to provide the Employer with an acceptable reason for not returning to work, unless the Employee has a justifiable reason acceptable to the Employer for failing to return to work;

- f) fails to return to work within a period of five (5) working days of being so notified to do so by the Employer, unless the Employee has a justifiable reason acceptable to the Employer for failing to return to work;
- g) Employee resignation or retirement;
- h) termination and non-reinstatement through the grievance procedure.

9.05 The Employer, upon request, shall provide a list of Employee names, date employment commenced with the Employer under the CAAMSE bargaining unit and the accumulated time of service as at August 31 of the previous school year. Where the Association requires seniority information for specific members affected by layoff or recall, the Association may request and the Employer shall provide such information.

ARTICLE 10 LAYOFF AND RECALL

Layoff

~~Layoffs will be school or department based, and be classification specific.~~

10.01 ~~For the purposes of Article 10:~~

- a) ~~“Partial layoff” shall mean a Regular Employee, who has, due to the application of Article 10:~~
 - i. ~~Her regular hours of work reduced by more than five (5) hours per week or;~~
 - ii. ~~Her regular hours of work reduced to less than fifteen (15) hours per week.~~
- b) ~~“Full layoff” shall mean a Regular Employee who does not hold a regular position due to the application of Article 10.~~
- c) ~~“Layoff” shall mean a Regular Employee who is either on Partial or Full layoff.~~

- ~~10.02 The provisions of Article 10 shall not apply to any Regular Employee who works less than 35 hours per week whose hours of work are reduced five (5) hours or less per week, provided that the total weekly hours are not reduced to less than fifteen (15) hours per week.~~
- ~~10.03 When, in the opinion of the Employer, it becomes necessary to reduce the number of Regular Employees; or reduce a Regular Employee's regularly scheduled hours of work, the Employee shall be provided with a notice of layoff. In the event of layoff, the Employee shall receive:~~
- ~~a) notice in writing a minimum of ten (10) working days prior to the date that the layoff becomes effective; or~~
 - ~~b) pay equivalent to ten (10) working days; or~~
 - ~~c) a combination of written notice and pay equivalent to ten (10) working days.~~
- ~~*10.04 Employees shall be laid off by classification in reverse order to their seniority as defined in Article 9 provided those remaining have the required knowledge, qualifications, abilities and skills to perform available work.~~
- ~~*10.05 An Employee who is laid off or displaced in accordance with this Article shall be eligible to choose one of the following options:~~
- ~~a) Displace the least senior Regular full time Employee in the same classification; or the least senior Regular part time Employee in the same classification who is in a position of no less than fifteen (15) hours per week, provided she has the required knowledge, qualifications, abilities and skills to perform available work.~~
 - ~~b) Take a vacant position of not less than fifteen (15) hours per week, provided she has the required knowledge, qualifications, abilities and skills to perform available work.~~
 - ~~c) Accept layoff with the right of recall to a position of not less than fifteen (15) hours per week, provided she has the required knowledge, qualifications, abilities and skills to perform available work. Recall rights shall be maintained for a period of eight (8) months from the effective date of the layoff, or until she accepts the recall to a vacant position of not less than fifteen (15) hours per week, whichever comes first.~~

- d) ~~An Employee who refuses the recall to a position referred to in Article 10.05 (c), shall forfeit her recall rights, but will retain her seniority for a period of eight (8) months, after which time her employment will be terminated pursuant to Article 9.04 (d).~~
- e) ~~The Employer shall schedule a consultation meeting between the affected Employee and the Employer at which time the Employer shall advise the Employee of her options referred to in Article 10.05 (a), (b) and (c).~~
- f) ~~Following the consultation meeting, the Employee shall notify the Employer, in writing, of her decision regarding the option she wishes to select.~~
- g) ~~The position the Employee is placed into pursuant to Article 10.05 (a), (b) or (c) may not be reduced in hours during the current school year or calendar year according to the classification of the Employee, without the written approval of the Superintendent or designate.~~

Recall

- ~~*10.06 The most senior Employee in a classification shall be recalled first, provided such Employee has the required knowledge, qualifications, abilities and skills to perform the work.~~
- ~~*10.07 New Employees shall not be hired in a classification while there are Employees on layoff from that classification who have the required knowledge, qualifications, abilities and skills to perform available work.~~
- 10.08 The method of recall shall be by telephone, and if contact with Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified shall return to work as soon as possible but not later than five (5) days following the telephone call, the date of mailing or the date sent by courier.

Layoff

Layoffs will be school or department based, and be classification specific.

Notice

10.01 When, in the opinion of the Employer, it becomes necessary to reduce the number of Regular Employees; or reduce a Regular Employee's regularly scheduled hours of work, the Employee shall be provided with a notice of layoff. In the event of layoff, the Employee shall receive:

- a) notice in writing a minimum of ten (10) working days prior to the date that the layoff becomes effective; or
- b) pay equivalent to ten (10) working days; or
- c) a combination of written notice and pay equivalent to ten (10) working days.

Application

10.02 Article 10 applies to Regular Employees as defined in Article 3.01

- a) Whose position is eliminated or;
- b) Whose regular hours of work are reduced by more than five (5) hours per week or;
- c) Whose regular hours of work are reduced to less than fifteen (15) hours per week.

Order of lay off

10.03 Employees shall be laid off by classification in reverse order to their seniority as defined in Article 9 provided those remaining have the required knowledge, qualifications, abilities and skills to perform available work.

Displacement

10.04 An Employee who is laid off or displaced in accordance with this Article shall be eligible to choose one of the following options:

- a) Displace the least senior Regular full time Employee in the same classification; or the least senior Regular part time

Employee in the same classification who is in a position of no less than fifteen (15) hours per week, provided the Employee has the required knowledge, qualifications, abilities and skills to perform available work.

b) Take a vacant position of not less than fifteen (15) hours per week, provided the Employee has the required knowledge, qualifications, abilities and skills to perform available work.

c) Accept layoff with the right of recall to a position of not less than fifteen (15) hours per week, provided the Employee has the required knowledge, qualifications, abilities and skills to perform available work.

10.05 a) The Employer shall schedule a consultation meeting between the affected Employee and the Employer at which time the Employer shall advise the Employee of the Employee's options referred to in Article 10.04 (a), (b) and (c).

b) Following the consultation meeting, the Employee shall notify the Employer, in writing, of the option selected.

Recall

10.06 The most senior Employee in a classification shall be recalled first, provided such Employee has the required knowledge, qualifications, abilities and skills to perform the work.

10.07 The method of recall shall be by telephone, and if contact with Employee on layoff is not accomplished, by registered letter or courier sent to the Employee's last known place of residence or by personal delivery of same. When dispatched by registered letter, the letter shall be deemed delivered five (5) calendar days from the date of mailing. When dispatched by courier, the letter shall be deemed delivered the date it was sent by courier. The Employee so notified shall return to work as soon as possible but not later than five (5) days following the telephone call, the date of mailing or the date sent by courier.

10.08 Recall rights shall be maintained for a period of eight (8) months from the effective date of the layoff, or until the Employee accepts the recall to a vacant position of not less than fifteen (15) hours per week, whichever comes first.

10.09 An Employee who refuses the recall to a position referred to in Article 10.04 (c), shall forfeit recall rights, but will retain seniority for a

period of eight (8) months, after which time the Employee's employment will be terminated pursuant to Article 9.04 (d).

10.10 The position the Employee is placed into pursuant to Article 10.04 (a), (b) or (c) may not be reduced in hours during the current school year or calendar year according to the classification of the Employee, without the written approval of the Superintendent or designate.

10.11 New Employees shall not be hired in a classification while there are Employees on layoff from that classification who have the required knowledge, qualifications, abilities and skills to perform available work.

ARTICLE 15 JOB OPPORTUNITIES

15.01 In filling a vacant regular position or temporary position, the Employer will post such notice of position on the Employer's web site for a minimum of seven (7) calendar days. Applications for a posted position shall be in writing. Notice of the vacancy shall contain the following information:

- Position Description
- Job Requirements
- Position Location
- Pay Group
- Position Designation-Regular or Temporary
- Statement "This position is covered by the Central Alberta Association of Municipal and School Employees Collective Agreement".

15.02 Vacancies shall be filled wherever possible from within the bargaining unit as defined in Article 2 Scope of this Collective Agreement.

15.03 When promotions and transfers are being considered, and where the Employer has determined that all other factors are relatively equal, then seniority shall be the deciding factor.

15.04 When a vacancy has been filled, notification of such appointment shall be published in the Division's electronic bulletin.

15.05 An Employee's anniversary date for annual increment purposes shall not be changed as a result of transfer, promotion or reclassification.

15.06 a) When an Employee requests a transfer or successfully applies for a position in a lower pay group, ~~they~~ **the**

Employee shall be placed in that lower group at a rate of pay closest to their former rate of pay but not exceeding the maximum rate of the new pay group.

- b) When an Employee is transferred or successfully applies for a position in a higher pay group, ~~they~~ **the Employee** shall be placed in that higher pay group at a rate of pay closest to but not lower than their former rate of pay upon assuming the position.

15.07 An Employee who is transferred or is the successful candidate to an equivalent or higher paid position shall be on a trial period of three (3) months. However, if the Employee proves unsatisfactory or does not wish to remain in the position during the trial period, the Employer shall place the Employee in the Employee's former position, if available or transfer to a comparable position as soon as possible.

15.08 The Employer will provide a list of all C.A.A.M.S.E. Employees who have been newly hired, transferred or the successful applicant for a posted position and such list shall be forwarded to the Association on the 15th of the month during the school year.

ARTICLE 16 ACTING INCUMBENCY

16.01 When, as the result of the absence of an incumbent, an Employee is appointed for ten (10) consecutive work days or longer to temporarily accept the responsibility and to carry out the principle duties of a position that has a higher pay group than that normally held, ~~she~~ **the Employee** shall be eligible for acting incumbency pay. ~~Her~~ **The Employee's** acting rate shall be the lowest step in the new (higher) pay group that exceeds the rate ~~she~~ **the Employee** otherwise would have been at. The acting rate shall be retroactive to the sixth (6th) day of the temporary appointment.

16.02 An acting incumbent may also be required to perform some of the duties of ~~her~~ **the Employee's** regular position.

16.03 Acting incumbency provisions shall not apply where an Employee is designated reasonable additional duties to be carried out for an Employee on annual vacation.

16.04 All temporary assignments of this nature must be authorized in writing by the Employer.

ARTICLE 17

WAGES

- 17.01 ~~The hourly w~~ Wage rates **schedules** for classifications under this ~~Collective Agreement~~ are contained in Appendix A, ~~except Therapists who are covered by~~ **and** Appendix B.
- 17.02 An Employee who has not reached the maximum step for the classification designated by the Employer, will be eligible to receive an increment upon completion of each full year of service and the recommendation of ~~her~~ **the Employee's** supervisor.
- 17.03 All regular Employees shall be paid twice each working month, on the fifteenth (15th) and last day of the month except where the fifteenth (15th) or last day of the month falls on a non-business day, in which case the pay day shall be the last applicable business day.
- The salary paid shall be equal instalments of the Employee's annual salary.
- 17.04 Therapists will be paid one twenty-fourth of their annual salary as outlined in Appendix B of the agreement on the fifteenth (15th) and the last business day of each month over a twelve-month period.
- 17.05 Where an Employee is required by the Employer to perform functions in two or more separate classifications under this Collective Agreement, ~~she~~ **the Employee** shall be paid for her the Employee's total work for the Employer at the rate of pay applicable to the higher classification.

ARTICLE 18

GENERAL

- 18.01 An Employee shall have the right to review ~~her~~ **the Employee's** personnel file ~~upon request. An Employee and~~ shall be given a copy of any or all ~~theof its~~ contents of ~~her the Employee's~~ ~~personnel file~~ upon request.
- 18.02 An Employee shall provide the Employer with material relevant to ~~her~~ **the Employee's** employment or education, which shall be added to ~~her~~ **the Employee's** personnel file.
- 18.03 The Employer shall provide to each **new** Employee a copy of ~~her~~ **the Employee's** current job description.

- 18.04 Employees wishing to resign in good standing shall provide at least ten (10) working days written notice **by letter or email** to the Employer.
- 18.05
- a) When an Employee takes an Employer approved course, seminar or workshop that is relevant to ~~her~~ **the Employee's** work, ~~she~~ **the Employee** shall be reimbursed for tuition and required textbooks upon satisfactory completion and upon submission of receipts.
 - b) When an Employee is required by the Employer to take a course, seminar or workshop outside of ~~her~~ **the Employee's** regular hours of work, the Employee shall be paid for attendance (including overtime where applicable) or given time off in lieu and travel to and from the course, seminar or workshop. The Employer shall also pay for tuition, required books, mileage and related materials for the course, seminar or workshop.
- 18.06 Where the Employer requests and the Employee agrees to use ~~her~~ **the Employee's** vehicle on Employer business, such use shall be reimbursed at the prevailing Employer rate. Travel to and from work shall not be paid.
- 18.07 There shall be no discrimination exercised by either party to this Collective Agreement in respect of any Employee by reason of age, race, colour, ancestry, place of origin, religious belief, gender, marital status, sexual orientation, family status, source of income, physical disability, mental disability, nor by reason of membership or non-membership or activity in the Association.
- 18.08 All positions shall be classified in accordance with the classification outlined in Appendix C of this Agreement.
- 18.09 When the Employer creates a new classification within the scope of this Collective Agreement, the Employer shall provide the Association President with a copy of the proposed job description, rating and pay group, and
- a) the Association will be given the opportunity to provide input within five (5) working days following the date of notification of the proposal, and

- b) if necessary, the Employer and the Association shall consult within ten (10) working days following the date of notification of the proposal regarding the appropriate rating and pay group.

18.10 The provisions of this Collective Agreement shall not be interpreted in such a manner as to permit the duplication or pyramiding of any benefits or premiums provided under the terms of this Collective Agreement.

ARTICLE 19 NAMED HOLIDAYS

19.01 The Employer recognizes the following as paid holidays:

- a) New Years Day
- b) Family Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) Canada Day
- g) Civic Holiday
- h) Labour Day
- i) Thanksgiving Day
- j) Remembrance Day
- k) Christmas Day
- l) Boxing Day

19.02 To be eligible for payment for any of the above-mentioned holidays an Employee must have worked the last scheduled work day immediately prior to and the next scheduled work day immediately following the named holiday or be on an authorized leave.

19.03 An Employee who works on a named holiday shall be paid for all hours worked on that day at one and one-half (1 1/2) times ~~her the~~ **Employee's** basic rate of pay plus, subject to ~~clause~~ **Article 19.02**, ~~her the Employee's~~ regular entitlement for that day.

ARTICLE 20 EARNED VACATION

20.01 School Year Employees shall receive, in lieu of an annual vacation, a payment according to the following schedule:

- a) less than the established school term as defined by ~~Clause~~ **Article 6.05** - four percent (4%).
- b) Completion of a school term as defined by ~~Clause~~ **Article 6.05** - six percent (6%).

- c) Completion of seven (7) consecutive school terms as defined by ~~Clause~~ **Article 6.05** - eight percent (8%).
- d) Completion of fifteen (15) consecutive school terms as defined by ~~Clause~~ **Article 6.05** - ten percent (10%).

20.02

A Calendar Year Employee's anniversary date for the purpose of annual vacation will be based on the date of hiring. Annual Vacation with pay shall be earned as follows:

- a) An Employee who has worked twelve (12) full calendar months of continuous service from date of hiring shall receive fifteen (15) workdays of vacation credits.
- b) An Employee who has worked seven (7) full calendar years of continuous service from date of hiring shall receive twenty (20) workdays of vacation credits in the subsequent year(s).
- c) An Employee who has worked fifteen (15) full calendar years of continuous service from date of hiring shall receive twenty-five (25) workdays of vacation credits in the subsequent year(s).
- d) An Employee leaving the service of the Employer with less than one year of service shall receive pay in lieu of vacation at the rate of four percent (4%) of their regular earnings as vacation pay

20.03

In the event of termination or layoff, any vacation entitlements accrued to the Employee shall be paid out.

20.04

Vacations for Calendar Year Employees shall be scheduled by the Employer taking into account Employees' requests. Where more than one Employee requests one available vacation period, seniority shall be the determining factor when all other factors are equal in the opinion of the Employer.

20.05

Calendar Year Employees may request, in writing, to carry forward earned vacation entitlement from one year to the next, provided the carried over vacation does not exceed ~~her~~ **the Employee's** annual entitlement and is used in the carry over year. All requests must be approved by the Employees supervisor. No carry over vacation time shall accrue beyond one year.

- 20.06 Vacation pay for Therapists is included in their annual salary as set out in Appendix "B" of this Agreement.
- 20.07 School Year Employees shall receive payment in lieu of earned vacation on each payroll cheque and/or upon layoff or termination.
- 20.08 When an Employee and the Employer cannot agree when the Employee's vacation will be taken, the Employer may set the time the vacation will be taken by giving the Employee thirty (30) days' notice of when the vacation is to be taken

ARTICLE 21 SICK LEAVE

- 21.01 The Employer shall grant to each full-time Employee one and one half (1 1/2) work days of sick leave credits per month, ~~{two (2) operational days per month for therapists}~~, pro-rated for part-time Employees based on their current F.T.E., which may be accumulated to a maximum of one hundred and twenty (120) work days ~~{ninety (90) work days for therapists}~~.
- 21.02 An Employee granted sick leave shall be paid for the period of such leave at ~~her~~ **the Employee's** basic rate of pay and the number of days thus paid shall be deducted from ~~her~~ **the Employee's** accumulated sick leave credits up to the total amount of the Employee's accumulated credits at the time sick leave commenced. Where an Employee qualifies for long-term disability benefits, ~~she~~ **the Employee** shall not be entitled to use further sick leave credits. ~~her~~ **The Employee's** remaining accumulated total of credits shall be maintained until ~~she~~ **the Employee** returns from disability.
- 21.03 The Employer may require ~~an~~**the Employee** to ~~provide proof of illness from a qualified medical practitioner~~ **produce a medical certificate substantiating any illness for which sick leave is claimed**. The request must be made on or before the date of return to work.
- 21.04 a) An Employee intending to return to work after an absence of more than twenty (20) working days shall provide to the Employer a medical certificate from a qualified medical practitioner attesting to the fitness of the individual to fully perform the functions of the job to which the individual intends to return. The certificate must be submitted to the Employer at least three (3) working days prior to the intended date of return.

- b) Where the Employer requires that an Employee undergo a medical examination by a physician named or approved by the Employer, the Employer shall take responsibility for arranging appointments, communicating those arrangements to the Employee and assuming the costs of the physician's services for such an examination.

21.05 An Employee shall be entitled to use sick leave credits for the purpose of travelling to and attending medical and dental appointments or treatments.

ARTICLE 22 LEAVES OF ABSENCE

22.01 Leaves of absence with pay shall be granted to an Employee according to the following schedule:

- a) In the event of a death of a member of the Employee's immediate family up to five (5) days will be granted to attend to their social and family responsibilities. If considerable travel is involved, up to two (2) days travel time may be granted.
- b) (i) In the event of critical illness in the Employee's immediate family, time requested by the Employee up to three (3) days. If the Employee requests this leave due to illness in the family, a medical certificate may be required indicating the Employee's presence is necessary.

(ii) The Employer may grant up to two (2) days from the Employee's accumulated sick leave credits per year for an Employee to attend to a critical illness in the Employee's immediate family.
- c) In ~~sub-clause~~ **Article** (a) and (b) above, immediate family shall mean spouse and child, stepchild, a parent, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, parent of spouse, grandparent, grandchild, or relative who is a member of the Employee's household.
- d) Any Employee will receive one (1) day, providing the event occurs on a working day, for ~~her~~ **the Employee's** own wedding, convocation, or graduation from a post secondary institution and one (1) day for any of the following: a spouse's/partner's, child's or step-child's wedding, convocation or graduation from a post secondary institution, providing the event occurs on a working day.

- e) An Employee required to appear in Court as a subpoenaed witness or summoned juror shall be granted leave provided that the Employee shall pay any salary reimbursement received from that appearance to the Division, up to a maximum of the Employee's salary.
- f) In the event of a death of a relative, foster child or close family friend not covered in ~~clause~~ **Article 22.01 (c)** up to one (1) day per calendar year.
- g) A time up to ~~one (1)~~ **two (2)** days per year may be taken for medical appointments for members of the immediate family or in the event of family illness.
- h) An Employee who does not give birth to ~~his or her~~ **the Employee's** child shall be granted two (2) days parental leave with pay at the time of birth of each of ~~his/her~~ **the Employee's** children. The rate and duration of such parental leave benefits do not change in the event of a multiple birth. This leave shall be granted to an Employee in the case of adoption, at the time of the child's placement with the adoptive parents.
- i) A time up to one (1) day per year may be taken for personal leave with pay and benefits.
- j) A time of two (2) days per year may be taken for personal leave without pay and with benefits.
- k) No more than one of the days in ~~clause~~ **Article 22.01 (i)** and ~~clause~~ **Article 22.01 (j)** can be attached to a break of more than two days without permission of the Superintendent or designate.
- l) When an Employee requests a leave of absence, the Employer shall notify the Employee of their decision within seven (7) working days of receiving the request.

22.02

- a) A pregnant Employee who has been employed by the Division for a continuous period of not less than ten (10) months is entitled to maternity leave.

An Employee shall be granted maternity leave for a period of up to twelve (12) consecutive months. Except for the

health related portion of maternity leave, maternity leave is without pay and benefits.

- b) The Employee shall provide the Employer with at least thirty (30) days prior written notice of such leave, except where circumstances make the provisions of such notice impossible.
- c) Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Unemployment Insurance Benefit (S.U.B.) covering the period ~~she~~ **the Employee** has provided medical evidence from ~~her~~ **the Employee's** physician satisfactory to the Employer that ~~she~~ **the Employee** remains medically unable to do ~~her~~ **the Employee's** job following the date of commencement of a maternity leave, as originally determined by the Employee, or the date of delivery, whichever comes first. An Employee must apply and when approved, submit to the Employer, proof of receipt of Employment Insurance maternity benefits, in order to be paid the S.U.B. payments. Leave then taken under this Supplemental Plan shall be considered to form part of the maternity leave without pay for the purposes of Article 22.02 (a). The provisions of Article 21 and 23 shall not apply to an Employee on maternity leave.
- d) When an Employee takes maternity leave and is unable to return to work at the expiry of the maternity leave due to a medical condition of the Employee or ~~her~~ **the Employee's** new born child, upon the Employee providing the Employer with a medical certificate before ~~her~~ **the Employee's** maternity leave expires, the Employer shall grant the Employee a further period of unpaid maternity leave of no more than three (3) weeks.
- e) An Employee returning from maternity leave shall be reinstated to ~~her~~ **the Employee's** former position, pay category and step if the position still exists. If the position does not exist, the Employee shall be reinstated in a position of similar responsibilities at ~~her~~ **the Employee's** former pay level.
- f) An Employee who has been employed by the Division for a continuous period of not less than ten (10) months is entitled to Parental/Adoption leave without pay and benefits up to a period of up to twelve (12) consecutive months. Article 22.02 (e) applies to this leave as well.

- g) Employees who are on the non-health related portion of their maternity leave pursuant to Article 22.02 (a) or parental/adoption leave pursuant to Article 22.02 (f) may continue benefit coverage at 100% Employee contribution.
- 22.03 The Employer may grant leaves of absence with pay and benefits or without pay and benefits upon request with particulars from an Employee.
- 22.04 If an Employee encounters impassable road conditions in making every reasonable effort to reach ~~her~~ **the Employee's** place of work, and is absent from work, ~~she~~ **the Employee:**
- a) must notify ~~her~~ **the Employee's** immediate supervisor as soon as possible, and
 - b) may apply through exceptional reporting procedures to be paid ~~her~~ **the Employee's** regular wage for the time missed subject to approval from ~~her~~ **the Employee's** principal or manager.
- 22.05 Leave for the purpose of accessing Compassionate Care Benefits will be granted for up to six (6) weeks where the Employee qualifies with Employment Insurance and such leave will be without pay and with benefits.

ARTICLE 25 THERAPISTS

- 25.01 The Employer shall hire only therapists who are eligible for membership in their respective Alberta professional association.
- 25.02 For the purpose of determining placement of a therapist on the Therapist ~~Salary Grid~~ **Annual Wage Schedule** (Appendix B), the Employer shall recognize previous therapy experience earned prior to being employed by the Employer on the basis of one (1) experience increment for every one (1) year of experience. A year of experience **is** to be defined as being a minimum of 180 working days.
- 25.03 Each therapist shall provide to the Employer, verification of previous therapy experience. Until proof is supplied, the therapist shall be paid at Step 1 of the Therapist ~~Salary Grid~~ **Annual Wage Schedule**. The therapist salary shall be adjusted on the first of the month following submission of proof of previous therapy experience.

APPENDIX C

CLASSIFICATION

Pay Group 1

Cafeteria Coordinator
Day Care Worker
General Services Worker
Library Clerk

Pay Group 2

Clerk 1

- Preventative Maintenance Clerk/Receptionist

Education Assistant I
Receptionist - Division Office
Secretary 1

Pay Group 3

Education Assistant II
Library Technician I

Pay Group 4

Library Technician II
~~FNMI~~ ~~Aboriginal~~ Liaison Worker
Records Management Clerk - Division Office
Rehabilitation Practitioner
~~Resource Centre Librarian~~
Secretary II

- Division Office
- Schools

Technology Integration Assistant
Transportation Coordinator
Speech Language Assistant

Pay Group 5

Pay Group 6

Clerk II

- Accounts Payable
- Student Records Clerk - High School
- Student Records Clerk – Division Office

Electronic Transcriber
Education Assistant III

Secretary III

- Head Secretary
- Division Office
- Coordinator of Special Needs - Broxton Park
- Connections for Learning

School Business Coordinator

Pay Group 7

Assistant Outreach Coordinator

Help Desk Support Specialist

High School Business Coordinator

Purchasing Coordinator

Secretary IV

Student Records Coordinator – Division Office

Pay Group 8

Outreach Coordinator

Computer Operator/Micro Technician

Clerk III

* Payroll and Benefits Administrator

* Licensed Practical Nurse

Pay Group 9

Community Support Worker

Transliteritor

Effective September 1, 2012, wages contained in Appendix A and Appendix B will be increased for the first year of the collective agreement by one percent (1%).

APPENDIX A

Hourly Wage Schedule

		1	2	3	4	5	6	7
P	1	15.32 15.47	16.01 16.17	16.60 16.77	17.29 17.46	17.96 18.14	18.69 18.88	19.40 19.59
A	2	16.23 16.39	17.03 17.20	17.73 17.91	18.53 18.72	19.35 19.54	20.12 20.32	20.90 21.11
Y	3	17.89 18.07	18.75 18.94	19.56 19.76	20.40 20.60	21.28 21.49	22.09 22.31	22.91 23.14
	4	18.77 18.96	19.68 19.88	20.57 20.78	21.46 21.67	22.39 22.61	23.31 23.54	24.15 24.39
G	5	20.47 20.67	21.42 21.63	22.39 22.61	23.34 23.57	24.30 24.54	25.27 25.52	26.14 26.40
R	6	20.97 21.18	21.78 22.00	22.63 22.86	23.53 23.77	24.42 24.66	25.37 25.62	26.37 26.63
O	7	21.83 22.05	22.90 23.13	23.93 24.17	24.99 25.24	26.01 26.27	27.08 27.35	28.13 28.41
U	8	25.29 25.54	26.51 26.78	27.75 28.03	28.99 29.28	30.16 30.46	31.43 31.74	32.61 32.94
P	9	29.13 29.42	30.55 30.86	31.99 32.31	33.36 33.69	34.80 35.15	36.24 36.60	37.39 37.76
	10	32.18 32.50	33.45 33.78	34.79 35.14	36.22 36.58	37.66 38.04	39.17 39.56	40.70 41.11

APPENDIX B

Therapist Salary GridAnnual Wage Schedule

STEPS

1	74,592.71 75,338.64
2	76,823.82 77,592.06
3	79,057.95 79,848.53
4	81,292.07 82,104.99
5	83,524.68 84,359.93
6	85,760.32 86,617.92
7	87,989.94 88,869.84
8	90,224.06 91,126.30
9	92,458.19 93,382.77

LETTER OF UNDERSTANDING
between
PARKLAND SCHOOL DIVISION NO. 70
(hereinafter referred to as the “Employer”)

and

CENTRAL ALBERTA ASSOCIATION OF MUNICIPAL AND SCHOOL EMPLOYEES,
PARKLAND LOCAL UNION NO. 1
(hereinafter referred to as the “Union”)

The parties agree to support a wage reopener where only the rates of pay contained in Appendix A and Appendix B for the second and the third year of the agreement are open for negotiation as follows:

1. Either party may provide written notice, by June 30, 2013, but not earlier than May 1, 2013, of their intention to negotiate amendments to the wages contained in Appendix A and Appendix B for the second (2nd) year of the agreement.
2. Either party may provide written notice, by June 30, 2014, but not earlier than May 1, 2014, of their intention to negotiate amendments to the wages contained in Appendix A and Appendix B for the third (3rd) year of the agreement.
3. If notice is provided by either party in accordance with Clause 1 and Clause 2 above, the parties agree that the wages contained in Appendix A and Appendix B will be subject to negotiations, commencing within fourteen (14) calendar days of receipt of the notice.
4. In event the parties cannot reach agreement through the wage reopener, either party may submit the matter to voluntary and binding interest arbitration. The procedure set out in Division 15 of the *Alberta Labour Relations Code* will apply. The Award of the voluntary interest arbitration board shall be binding on the parties and shall be included as an amendment to this Collective Agreement.

This letter of understanding shall expire, and have no further force and effect, on August 31, 2015.

**FOR THE PARKLAND SCHOOL
DIVISION NO. 70**

**FOR THE CENTRAL ALBERTA ASSOCIATION
OF MUNICIPAL AND SCHOOL EMPLOYEES,
PARKLAND LOCAL NO. 1**

Richard Gilchrist, Board Chair

Christine Sauer, President

Claire Jonsson, Associate
Superintendent, Secretary Treasurer